

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520829

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Soleo communications inc		08/08/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	275 Grove Street		
Internal Address:	Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2953313	APPTERA	
Registration Number:	3738913	BUZZZ ALERT	
Registration Number:	3738912	THE VOICE IN MOBILE ADVERTISING	
Registration Number:	3738911	MOBILEAD XCHANGE	
Registration Number:	3738915		
Serial Number:	87154487	SOLEO HEYSTACK	
Serial Number:	87154481	HEYSTACK	
CORRESPONDENCE DATA			
Fax Number:	5852323528		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5852325300		
Email:	jklimek@boylancode.com		
Correspondent Name:	Jason W Klimek		
Address Line 1:	145 Culver Rd Ste 100		
Address Line 4:	Rochester, NEW YORK 14620		
NAME OF SUBMITTER:	Jason W. Klimek		
SIGNATURE:	/Jason W. Klimek/		

OP \$190.00 2953313

DATE SIGNED:	04/25/2019
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Total Attachments: 3
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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**") is made and effective as of April 24, 2019 and granted by Silicon Valley Bank (the "**Bank**"), a California corporation, in favor of Soleo Communications, Inc., a Delaware corporation (the "**Grantor**") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Second Amended and Restated Loan and Security Agreement dated as of August 8, 2017 (as amended, restated or otherwise modified from time to time, the "**Loan Agreement**") between the Grantor and the Bank, the Grantor executed and delivered to the Bank that certain Second Amended and Restated Intellectual Property Security Agreement by and between the Grantor and the Bank dated as of August 8, 2017 (as amended, restated or otherwise modified from time to time, the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Bank a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademarks (as defined in the Loan Agreement and Security Agreement);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6127, Frame 0641, on August 11, 2017; and

WHEREAS, pursuant to a letter agreement, dated as of April 22, 2019, between the Bank and the Grantor, the Bank has agreed that all security interests granted to the Bank under the Loan Agreement and Security Agreement will automatically be released and terminated upon the Bank's receipt of payment in full in cash of all amounts due and owing under the Loan Agreement (collectively, together with an additional interest accruing thereon, the "**Pay-Off Amount**");

WHEREAS, the Grantor has requested that the Bank enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Bank may have in the Trademarks pursuant to the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby states as follows:

1. Release of Security Interest. Upon the Bank's receipt of the Pay-Off Amount, Bank terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreement and reassigns to the Grantor:

- (a) any and all right, title and interest that it may have in the Trademarks, including the trademark registrations and applications set forth in Schedule 1 hereto;
- (b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Bank agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, Bank has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Silicon Valley Bank
as Bank

By: [Signature]
Name: Jon Wolter
Title: Director
Address for Notices:
387 Park Avenue South, Floor 2
New York, NY 10016

[ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF New York Kings)SS.
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On the 24th day of April, 2019, before me personally appeared Jon Wolter, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Director of Silicon Valley Bank, the California corporation described, and acknowledged the instrument to be the free act and deed of Silicon Valley Bank for the uses and purposes mentioned in the instrument.

My Commission Expires: ~~4/24/2019~~
12/7/2019

[Signature]
Notary Public
Printed Name: Elizabeth Ann Donnelly

ELIZABETH ANN DONNELLY
Notary Public, State of New York
Registration #01DO6334051
Qualified in Kings County
Commission Expires Dec. 7, 2019

**SCHEDULE 1
TRADEMARKS**

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
Apptera	United States	2853313	05/17/2005	Soleo Communications, Inc.
Buzz Alert	United States	3738913	01/19/2010	Soleo Communications, Inc.
The Voice in Mobile Advertising	United States	3738912	01/19/2010	Soleo Communications, Inc.
Mobilead Exchange	United States	3738911	01/19/2010	Soleo Communications, Inc.
Apply icon with Bull Horn	United States	3738915	01/19/2010	Soleo Communications, Inc.
Soleo Heystack	United States	87154487	08/29/2016	Soleo Communications, Inc.
Heystack	United States	87154481	08/29/2016	Soleo Communications, Inc.